



## SURPLUS PROPERTY DIVISION ALABAMA SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION

**\*ADECA Surplus Property Division does not discriminate against any Alabama Surplus Property Program applicant because of age, race, religion, color, sex, handicap or disability, sexual orientation or national origin.\***

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### Section 1 - Applicant Organization

Legal Name:

Physical Address:

City, State and ZIP:

County:

Post Office Box:

City, State and  
ZIP

Authorized Representative:

Title:

Telephone Number:

Fax Number:

E-mail Address:

Federal Employer's ID:

*\*Include a completed IRS Form W9 with original signature, unless you are a State Agency. You may access the most current version at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>*

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### Section 2 - Status (check one)

Public Agency

**Complete all sections, EXCEPT 4 and 5.**

Nonprofit, Tax Exempt

**Complete all sections, EXCEPT 3 and 5.**

Veterans Organization

**Complete all sections, EXCEPT 3 and 4.**

Service Educational Activity

**Complete all sections, EXCEPT 3 and 4.**

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### Section 3 - Public Agency

A. Check Type:

State

County

City / Town

School District

College / University

Volunteer Fire Department

Rescue Squad

Other

B. Attach a copy of the law, ordinance, agreement, etc. creating the agency.

C. Attach a copy of the Articles of Incorporation and By-Laws for the agency.

D. Attach a narrative describing the functions and services provided by the agency / organization to include mission statement, hours of operation, number of staff and their qualifications, number of individuals served daily / weekly, etc. You may include a brochure, pamphlet or snapshot of the agency / organization's home page (website).

E. Attach evidence of funding.

Local Taxes	State Taxes	Grants
Other		

\*Volunteer Fire Departments and Rescue Squads MUST attach a letter from their county commission stating what type of funding is received to assist with the operation of the organization on an annual basis.

F. License / Accreditation Agency:

*\*Include a copy of the current license, accreditation certificate, charter document, etc.*

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#### **Section 4 - Nonprofit, Tax Exempt**

A. Check Type:

Medical Institution	Health Center / Clinic
Hospital	School
College / University	Child Care Center
School for Mentally Disabled	School for Physically Disabled
Library	Museum
Educational Radio / Television	Assistance to Homeless
Assistance to Impoverished	Assistance to Elderly

B. Attach a copy of the Articles of Incorporation and By-Laws for the organization.

C. Attach a copy of the IRS ruling letter declaring applicant to be a nonprofit, tax exempt organization under Section 501 (c) (3) of the U. S. Internal Revenue Code of 1954.

D. Attach a narrative describing the functions and services provided by the organization to include the mission statement, hours of operation, number of staff and their qualifications, number of individuals served daily / weekly, etc. You may include a brochure, pamphlet or snapshot of the organization's home page (website).

E. Attach evidence of funding.

Grants	Contributions
Other	

Expiration Date of Funding:

F. License / Accreditation Agency:

*\*Include a copy of the current license, accreditation certificate, charter document, etc.*

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## Section 5 - Veterans Organization or Service Educational Activity

A. Attach a copy of the Articles of Incorporation and By-Laws for the organization / activity.

B. Attach a narrative describing the functions and services provided by the organization / activity to include the mission statement, hours of operation, number of staff and their qualifications, number of individuals served daily / weekly, etc. You may include a brochure, pamphlet or snapshot of the organization's home page (website).

C. Attach evidence of funding.

Grants

Contributions

Other

Expiration Date of Funding:

D. Charter Agency / Council:

*\*Include a copy of the current charter document, official service determination letter or other documentation recognizing the organization / activity as a member of a nationally recognized organization.*

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## Section 6 - Nondiscrimination Assurance

Agency / Organization:

hereinafter called the "donee", hereby agrees that the program for or in connection with which any property is acquired by donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 or 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Educational Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the "donee" as used herein includes any such successor in interest.

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**Section 7 - Certifications and Agreements (including Terms, Conditions, Reservations & Restrictions)**  
***to be included on the State Agency Invoice or Distribution Document***

**(A) DONEE CERTIFIES THAT:**

(1) it is a public agency or a nonprofit institution or organization exempt from taxation under Section 501 of the Internal Revenue code of 1954 within the meaning of Section 203 (j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).

(2) if a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit, tax-exempt institute or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior written approval of the State Agency.

(3) funds are available to pay all costs and charges incident to donation.

(4) this transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

**(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:**

(1) all items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued in use for such purpose(s) for 1 year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State Agency and, at the donee's expense, return such property to the State Agency or otherwise make the property available for transfer or other disposal by the State Agency, provided the property is still usable as determined by the State Agency.

(2) such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.

(3) in the event the property is not so used or handled as required by: (B) (1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America upon demand, the donee shall release such property to such person as GSA or its designee shall direct.

**(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 OR MORE AND PASSANGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OF PURPOSE FOR WHICH ACQUIRED:**

(1) the property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) there shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months unless otherwise designated.

(3) in the event the property is not so used as required by (C) (1) and (2), and Federal restrictions (B) (1) and (2) have expired, right to the possession of such property shall at the opinion of the State Agency revert to the State of Alabama and donee shall release such property to such person as the State Agency shall direct.

**(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:**

(1) from the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without prior approval of GSA under (B) or the State Agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State Agency, shall be remitted promptly by the donee to GSA or the State Agency, as the case may be.

(2) in the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it received the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the State Agency, the donee, at the option of GSA or the State Agency shall pay to GSA or the State Agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State Agency.

(3) if at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State Agency, and shall, as directed by the State Agency, return the property to the State Agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State Agency.

(4) the donee shall make reports to the State Agency on the use, conditions, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State Agency.

(5) at the option of the State Agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations and restrictions pertinent thereto in (D) by payment of an amount as determined by the State Agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY PROCURED:

(1) the property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.

(2) where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occur, the State Agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) the donation shall be subject to the additional special terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative.

(G) NO PERSON IN THE UNITED STATES SHALL ON THE GROUNDS OF AGE, BE DENIED THE BENEFITS OR, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY FOR WHICH TRANSFEEE RECEIVES FEDERAL ASSISTANCE FROM GSA.

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## Section 8 - Statement of Relative Property Needs, Resources & Abilities to Utilize Requested Property

In accordance with the requirement of Part I, D (I) (iii) of the Application for Eligibility to Participate in the Federal Surplus Property Donation Program, this is a statement of relative property needs, resources, and abilities to utilize requested property.

Name of Agency / Organization:

*Please note that general categories of the property in great demand and not readily available in the surplus property distribution centers include, but are not limited to, aircraft and aircraft components; vessels and vessel components; computers and computer components; construction equipment; construction material; material handling equipment; machine chop and woodworking shop equipment; generators; compressors; vehicles; highly specialized equipment and small common use items in large quantities. Requests for items in these categories are accepted by the State Agency and placed on a want list." When items that fall within these categories become available, donation is made by the State Agency on the basis of each requesting donees' relative needs, resources and abilities to utilize requested property. Needs for items that do not fall within the listed categories may be filled by donee representatives visiting the surplus property distribution centers on a regularly scheduled basis.*

A. Relative Property Needs (be specific and attach supplement if necessary)

Quantity:

Description:

Purpose:

.....

Quantity:

Description:

Purpose:

.....

Quantity:

Description:

Purpose:

.....

Quantity:

Description:

Purpose:

.....

B. Resources Available:

Tax Appropriated Funds

Tuition / Charge for Service

Federal / State Grant(s)

Donation / Contribution

C. Reason why (requested)  
Property cannot be purchased  
Commercially:

Budget Limitations

Extraordinary Economic Problem(s)

Other

D. Property (requested) Utilization:           Continuous Basis  
  Temporary Basis  
  Reserve Basis  
  Other

E. Property (requested) will be  
maintained / repaired as follows:

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## Section 9 - Authorized Representative and Approved Selectors Certification and Agreements

I hereby certify that I am the  
Authorized Representative for:

and have the authority to approve and certify purchases for this agency / organization. I agree to be responsible for all Surplus Property acquired by this agency / organization through the State of Alabama, Department of Economic and Community Affairs, Surplus Property Division, and hereby give assurance that the property will be utilized in accordance with the terms and conditions printed on the eligibility application.

The following selectors are approved and certified to acquire and utilize Surplus Property on behalf of the above named agency / organization (attach supplement if necessary):

Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:

I understand that ONLY the Authorized Representative may give a one-time letter of authorization to an individual not listed above to present as identification and use as authorization to purchase on behalf of the agency / organization. The letter should be dated for the date of purchase.

Any changes to the above list MUST be made in writing by the Authorized Representative.

Authorized Representative Name:

Authorized Representative Title:

Signature:

Date:

Notary Signature:

Commission Expiration:

*\*Include Notary Seal*

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You may send eligibility application and attachments:

(1) electronically to [dawn.russell@adeca.alabama.gov](mailto:dawn.russell@adeca.alabama.gov),

(2) by facsimile to 334-286-4051 attention of Alabama Surplus Property Program Eligibility, or

(3) by mail to ADECA - Surplus Property Division, 4590 Mobile Highway, Montgomery, Alabama 36108.

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**FOR OFFICE USE ONLY**

Account Name:

Approval Decision:

Yes

Account No.

No

Other

Chief, Surplus Property Division

Date: